

*Distribution*  
*Orig - Equine FL-3011*  
*2 - Contractor*  
*3 - Finance*  
*4 - Admin / Personnel*  
*5 - Chrono*  
*6 - Finance (for transmittal to Det. A, B + C)*  
*7, 8, 9 -*

*SAFE-13607*  
*G 189*

Contract No. FL-3011  
Amendment No. 5

Westinghouse Electric Corporation  
Friendship International Airport  
Baltimore 27, Maryland

Gentlemen:

1. This document constitutes Amendment No. 5 to Contract No. FL-3011, dated 27 March 1956, between Westinghouse Electric Corporation, Baltimore, Maryland, and the United States of America.

2. Pursuant to the clause of this contract entitled "Changes," the Government does hereby amend this contract, as heretofore amended by Amendments Nos. 1, 2, 3, and 4, as hereinafter set forth.

a. Add to Paragraph A of PART I entitled SUPPLIES AND SERVICES TO BE FURNISHED and appearing in the Schedule of Contract No. FL-3011, the following:

"The contractor shall provide the supplies and services set forth in the attached APPENDIX II, such APPENDIX II being a part of the Schedule under this contract, as amended."

b. In consideration of the Contractor's performance of the additional work added to this contract by this Amendment No. 5, the total contract price is increased by \$227,409. Of this increased amount \$195,409 is subject to the provisions of PART IV - PRICE REDETERMINATION of the SCHEDULE, as amended, and the remaining amount of \$32,000 shall be reimbursed at actual cost. Accordingly, the amount of THREE MILLION ONE HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED TWENTY-NINE DOLLARS (\$3,148,729) stated in Paragraph A, Part II - CONSIDERATION AND PAYMENT, OF THE SCHEDULE, as amended by Amendment No. 4, is deleted and the following amount is substituted therefor:

"THREE MILLION THREE HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED THIRTY-EIGHT DOLLARS (\$3,376,138)"

c. Delete in its entirety PART IV - PRICE REDETERMINATION, in the SCHEDULE of Contract No. FL-3011, as amended, and substitute in lieu thereof the clause entitled "PART IV - PRICE REDETERMINATION," attached hereto.

d. The following PARTS of the SCHEDULE and Sections of the GENERAL PROVISIONS of the contract shall not apply to the services to be provided in accordance with APPENDIX II which is attached to this Amendment No. 5.

PART V - PROGRESS PAYMENTS  
PART VI - INSPECTION AND CORRECTION OF DEFECTS  
PART VIII - USE OF GOVERNMENT-OWNED FACILITIES AND  
SPECIAL TOOLING  
PART XI - LETTER CONTRACT SUPERSEDED  
PART XIII - INSPECTION AND ACCEPTANCE  
PART XIV - PACKING OF ITEMS DELIVERED  
PART XVI - SUBCONTRACTS FOR WORK OR SERVICES  
SECTION 4 - INSPECTION  
SECTION 6 - PAYMENTS

e. Payments made for work covered by APPENDIX II which is attached to this Amendment No. 5 shall be effected as follows:

"The Contractor shall be paid in accordance with the following for performance hereunder, upon the submission of properly certified invoices or vouchers.

- (a) An amount of \$10,500 for each calendar month preceding amendment of contract incorporating redetermined price.
- (b) An amount for each calendar month subsequent to such amendment of contract which amount shall be the redetermined total price of Item 1 of APPENDIX II less previous payments under Payment Provision (a) immediately above, divided by the number of calendar months remaining to specified completion of contract. In the event that total payment under Payment Provision (a) exceeds the redetermined price such excess shall become immediately due and payable to the Government.
- (c) In the event timely redetermination of the total price of Item No. 1 is not effected as anticipated, payments shall continue at the rate of \$10,500 for each calendar month until the total price of Item No. 1 is redetermined, PROVIDED, that in no event shall the total of progress payments made under Item No. 1 exceed 90 percent of the total estimated contract price for Item No. 1.

(d) In addition to the amounts payable under Payment Provision (a), (b) or (c) above the contractor shall be paid the actual costs incurred by the contractor under Item 2 of APPENDIX II.

3. All other terms, conditions, and requirements of Contract No. FL-3011 remain unchanged.

4. Please indicate your receipt of this Amendment No. 5 to Contract No. FL-3011 and your acceptance thereof by executing the original and two copies of this Amendment. Return the fully executed original and one copy of this Amendment to the undersigned and retain the remaining copy for your file.

Very truly yours.

Contracting Officer

Acknowledged and Accepted  
WESTINGHOUSE ELECTRIC CORP

By

Title Vice Pres (SEAL)

Date April 24, 1957

SECRET

Contract No. FL-3011

APPENDIX II

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
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|---|--|--|
| 1 | The Contractor shall perform all maintenance necessary to keep five (5) equipments furnished under Contract FL-3011 as Item 1, Item 3 and one (1) equipment scheduled for delivery in December 1956 under Item 10, in proper operating condition during the period 1 July 1956 to 30 November 1957 inclusive, at domestic and foreign locations, as follows: |  |
|---|--|--|

Phase A - Two equipments; one in aircraft and one on bench for support, to be located at a domestic location following which they will be located at overseas locations under Phase A and/or Phase B.

Phase B - Two equipments; one in aircraft and one on bench for support, to be located at an overseas location for a period of about 10 months.

Phase C - Three equipments; two in aircraft and one on bench for support, to be located at a second overseas location for about 9 months.

Total Estimated Price subject to the provisions of PART IV - PRICE REDETERMINATION, of the Schedule

\$195,409

- |   |  |  |
|---|--|--|
| 2 | Transportation and overseas completion differential associated with the work to be performed under Item 1 as described in the following Special Contract Provisions. |  |
|---|--|--|

Total Estimated Price to be reimbursed at actual cost only

32,000

TOTAL estimated contract price for Items 1 and 2

\$227,409

# 110,381 7 rem total

SPECIAL CONTRACT PROVISIONS

1. Contractor will furnish in writing to the Contracting Officer the following information regarding each person assigned by the contractor to perform services under this contract: Name, security clearance, qualifications and report of complete physical examination and inoculations.
2. The contractor shall be responsible for supervising personnel engaged in performance of services under this contract. Such supervision shall be exercised by visits of the contractor's supervisors to locations where such services are being performed. The contractor's personnel will take direction from the Base Commander and will be subject to such regulations as are in effect at that command.
3. Personnel assigned by the contractor and any supervisory personnel to perform services hereunder will be accredited by the Contracting Officer to locations at which such services are to be performed. The Government will be advised of all such assignments or visits.
4. Contractor's personnel assigned to performance of services under this contract by the contractor shall be granted privileges of a commissioned officer with regard to transportation, messing, and quarters.
5. In addition to casual local transportation costs reimbursed through the man-month rate quoted for this work, the contractor shall provide transportation for personnel, and their necessary equipment, assigned to the performance of this contract, from the contractor's plant to the site or sites of work, between the sites of work, and from the sites of work to the contractor's plant, provided that commercial transportation is available, and the contractor shall be reimbursed for actual and reasonable cost thereof under Item No. 2 of Appendix II. In

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cases where commercial transportation is not available or is impractical the government shall furnish transportation without cost to the contractor. The Government will have the option, upon request by the Government, of providing first-class commercial transportation in lieu of the contractor.

6. Letter communications between the contractor's personnel and the contractor will be handled through APO. The contractor's personnel will be required to use Government communication facilities in place of commercial facilities for telegraphic communications on business matters.

7. The Government shall supply emergency medical and dental care for the contractor's personnel at no charge to the contractor in the event that commercial medical or dental facilities are not available to the contractor's personnel.

8. The Government shall supply to the contractor's personnel performing services under this contract quarters and rations during the time they are required to remain on duty equivalent to that furnished to officer personnel of equivalent simulated rank at no cost to the contractor or the contractor's personnel.

9. Contractor personnel shall be granted two calendar weeks vacation at such time as is mutually agreeable between the Government and the contractor. Such vacation period to begin on arrival at a point where reasonable commercial facilities are available, mutually agreeable to the Government and to the contractor, to which the Government will furnish transportation. The vacation will end at this same point after which the Government will furnish transportation back to the site of work.

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10. Maintenance parts, tools and test equipment required for maintenance of equipment and furnished under Contract FL-3011 shall be made available to the contractor's maintenance personnel by the Government at the location where maintenance is to be performed.

11. The Government shall make available to the contractor's maintenance personnel, for exclusive use, a vehicle such as a carry-all truck, AF #50C-5025-825125-275, or equivalent, and including supplies and services for maintenance thereof at no cost to the contractor. The contractor will mount certain maintenance equipment in said vehicle to facilitate maintenance. This vehicle is to be used for official business only.

12. The contractor shall support its field maintenance personnel employed in the performance of this contract with engineering services and special test facilities. Examples of such services are: (a) Visits of headquarters engineers, when approved by the Government, to assist such field maintenance personnel in overcoming maintenance problems. (b) Investigations at the contractor's headquarters of field problems. (c) Tests at the contractor's headquarters of components, sub-assemblies, or equipments which have shown excessive trouble in the field. ✓

13. The contractor is authorized to supply by local purchase, manufacture, or other procurement any replacement parts, tools, test equipment or hardware not otherwise easily available and necessary for the maintenance defined in the statement of work. For security purposes only, purchases in the field will be subject to the approval of the Base Commander. ✓

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14. Contractor personnel shall keep the contractor fully informed as to maintenance problems by suitable internal reports. Upon request of the Contracting Officer the contractor will furnish summary reports regarding maintenance problems to such persons as are designated by the Contracting Officer. The contractor will supply the Contracting Officer with copies of such reports.

15. The contractor may pay to each of its employees after the satisfactory completion of the overseas portion of the services hereunder an overseas completion differential calculated at the rate of \$1111 per month or fraction thereof. Such differential to be paid at the rate for the completed part of the services in the event that any employee is prevented from completing his term of service overseas due to any cause beyond his control. The contractor shall be reimbursed at actual cost to the contractor for any monies paid out as overseas completion differential under Item 2 in Appendix II.

16. In the event any contractor personnel assigned to duty under this contract is found to be missing from his place of employment, whether or not such personnel then actually was engaged in the course of his employment, under circumstances supporting an inference that his absence was due to the action of a hostile force or the force of any power not allied with the United States in a common military effort, or is known to have been taken prisoner, hostage, or otherwise detained by a hostile force or the force of any power not allied with the United States in a common military effort, the time spent by such personnel during such detention (which shall be construed to include the period until such personnel is returned to his place of employment, or to the United States, or death in fact is established by a finding by the Federal Security Administrator (hereinafter referred to as "Administrator") or other Federal

body having jurisdiction or by other evidence satisfactory to the Contracting



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Officer, or death can legally be presumed to have occurred) shall not be considered as time spent in the performance of services hereunder and the Government shall not be obligated to make any payment on account of such personnel except as provided in this paragraph. The contractor is authorized to and shall enter into agreements with personnel hereunder to pay benefits to the extent not otherwise paid to such personnel in the event of, and during the time spent by such personnel during such detention, as construed above, which will equal the total wage due for such detention, as construed above, computed on the basis of wage rate being paid such personnel at the time of such detention. Claims for benefits shall be made under applicable law with the Administrator. In the event that the contractor is obligated by agreements, authorized above, to pay and shall have paid benefits in an amount not paid or payable by the Administrator on account of such detention of such personnel, the Government shall pay to the contractor, in respect of such personnel during the period of such detention, as construed above, such amount which when added to the amount paid or to be paid in respect of such personnel by the Administrator, whether to the contractor or otherwise, will equal the total wage due for such period of detention, as construed above, computed on the basis of wage rate being paid such personnel at the time of such detention. Subject to the availability of funds therefor, the obligation of the Government to make payments provided for by this paragraph shall continue in effect during the period of such detention, as construed above, and shall survive the earlier expiration or termination of this contract.

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17. The contractor will furnish to each person assigned to perform services under this contract at locations outside of the continental limits of the United States a letter of assignment containing provisions as set forth in Exhibit "I" attached hereto.

18. The contractor agrees that it will by notice in writing or by telegram or cablegram terminate the services under this contract of any person assigned hereunder, for any of the following causes:

a. If contractor's employee, in the opinion of the contractor, is not trustworthy, careful, or is otherwise disqualified to render the services required hereunder, or does not abide by all rules, regulations and requirements of the Contractor, its officers, agents and supervisory employees, or does not abide by the rules, regulations and requirements of the Base Command at which services are being rendered.

b. If contractor's employee, in the opinion of the medical examiner or examiners designated or approved by the contractor, is found to be afflicted with any venereal disease.

c. If contractor's employee in any respect fails to meet the standards or requirements of the company for overseas or domestic services.

d. If the performance or the personal conduct of the contractor's employee is unsatisfactory to the contractor.

Upon termination of employees' services by the contractor under this Paragraph 18, the contractor will take immediate action to recall the employee and see to it that he proceeds with due celerity to return to the contractor's plant or his last permanent location. His services under this contract will be terminated immediately upon his return.

The contractor shall have the right to replace or transfer its personnel and to substitute other qualified personnel in lieu thereof; provided, however, that such transfers or reassignments will not be due cause for a break in services rendered and that such replacements or transfers have been coordinated with the Contracting Officer. Any transfers or reassignments for the convenience of the contractor, including travel and training cost of replacement personnel, shall be at the contractor's expense.

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~~benefits for any period from and after such termination.~~

M.L.P.

19. The contractor agrees that it will terminate the services under this contract of any person assigned hereunder, without cause, under the following circumstances:

a. If in the opinion of the contractor and concurred in by the Contracting Officer, the services of an employee are no longer required hereunder although the contract performance period has not been completed or terminated.

b. If the employee shall be inducted into or recalled to active duty (as distinguished from voluntarily entering) in the Armed Forces of the United States.

c. Upon completion of performance of this contract.

Upon termination by the contractor of an employee's services under this Paragraph 19, the contractor may make available to employee return transportation and his salary until he shall be returned to the place of his recruitment or last permanent residence in the continental United States or a location of not greater distance from his assigned overseas base. ✓

20. The contractor shall be required to furnish a replacement for any of its personnel who may be returned to the contractor's plant or become incapacitated or die or otherwise be unable to complete performance hereunder prior to the expiration of the period of performance, unless otherwise agreed upon by the parties hereto.

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21. Except as specifically provided herein the contractor's personnel rendering services under this contract will be governed by the contractor's established Engineering and Service procedures, hereinafter referred to as E&S procedures.

EXHIBIT "I"

BALTIMORE DIVISIONS

Overseas Assignment

Mr. John Doe

Confirming discussions between your supervisor and you, your overseas assignment will be subject to the following terms and conditions:

1. Transportation: You are to proceed via first-class commercial transportation to and from the embarkation point, charging expenses under the normal E&S procedures. Reservations from the point of embarkation to and from the work location will be made for you and you will be furnished first-class commercial aircraft tickets except in case of emergency or where first-class transportation is not available in which case the government will furnish transportation.

2. Passport: You will have satisfied the requirements and will have obtained a passport prior to departure for the point of embarkation.

3. Physical Examinations: You will have had a thorough physical and dental examination.

4. Security Requirements: The Project which you will be assigned is subject to very rigid security regulations and it is mandatory you conform to all the requirements stated on the personal security questionnaire which was signed by you upon employment by Westinghouse.

5. Vacation Leave: You will be entitled to two weeks vacation at a time mutually agreeable between you, your supervisor, and the government. You will be furnished round-trip transportation by the government from the work site

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to a point where reasonable commercial facilities are available. Your vacation will begin upon arrival at that point and end two weeks thereafter at that point.

6. Hours of Work: Normally you will work 40 hours per week. Such hours to conform to the requirements of the project officer. The nature of the project makes it necessary that you be subject to call 24 hours per day, 7 days per week. If it is necessary to work Saturdays, Sundays and Holidays, you will receive equivalent time off where the job permits.

7. Dependents: It will not be permissible for your dependents to join you at the foreign duty station.

8. Expenses: Travel and living expenses will be chargeable in accordance with established E&S procedures.

9. Compensation: In addition to your regular salary, you will receive the following compensation:

- (a) An overseas salary differential. This will cover the inconvenience of being abroad and any overtime required.
- (b) If you complete the assignment, this is from (date) to (date), or if it is terminated for reasons beyond your control, you will receive an overseas completion salary differential calculated at the rate of \$111 per month or fraction thereof.

PART IV - PRICE REDETERMINATION

A. Because of the nature of the services called for by this contract and the uncertainty as to the cost of performance hereunder, the parties to this contract agree that the total estimated contract prices set forth in the Appendixes, hereto, may be increased or decreased, in accordance with the provisions of this clause.

B. Promptly after 1 August 1956, with respect to Items Nos. 1, 2, 3, 4, 5, 6, 8, 9 and 9A in APPENDIX I, and promptly after 28 February 1957, with respect to Items Nos. 7 and 10 through 15 in APPENDIX I, and promptly after 30 June 1957 with respect to Item No. 1 in APPENDIX II, or such other dates as may be mutually agreed upon by the parties hereto, the parties shall negotiate to determine whether the total estimated contract prices for the respective items shall be revised and new total contract prices established, such new total contract prices to be fixed and to represent the total amounts payable to the Contractor for satisfactory performance of the contract, including all services theretofore furnished or thereafter to be furnished.

C. As soon as practicable, and in no case later than sixty (60) days after 1 August 1956, the Contractor shall furnish to the Contracting Officer a statement, in such form and detail as the Contracting Officer may prescribe, of the cost (including estimates to completion) of furnishing the services called for under Items Nos. 1, 2, 3, 4, 5, 6, 8, 9 and 9A of APPENDIX I, together with such information as may be pertinent in the negotiations for the revised total contract price pursuant to this clause for said Items Nos. 1, 2, 3, 4, 5, 6, 8, 9 and 9A. The same procedure shall apply with respect to the furnishing of the statement of cost after 28 February 1957 for Items Nos. 7 and 10 through 15 of APPENDIX I and after 30 June 1957 for Item No. 1 of APPENDIX II. Such statements of cost shall fairly reflect the normal operations of the Contractor's cost system, taking into account any deviations for such normal cost system as is required by the security restrictions placed upon the Contractor by the Government in performance under this contract. The Contracting Officer shall have the right at all reasonable times to make, or cause to be made by Government employees, or other person or persons agreed upon by the parties, such examinations or audits of the Contractor's books, records and accounts, as he may request.

D. Upon the filing of each of the statements and other pertinent information required by Paragraph C of this clause, the Contractor and the Contracting Officer will promptly negotiate in good faith to agree upon reasonable revised total contract prices for the contract, which upon the basis of such statements and other pertinent information, will constitute fair and just compensation to the Contractor for the performance of this contract. In determining the extent of any estimated allowance for profit to be taken into account in fixing such

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revised total contract prices, consideration will be given to the extent to which the Contractor has performed the work with efficiency, economy and ingenuity. The revised total prices shall be evidenced by amendments to this contract. However, in the event that the negotiations for price revisions, in accordance with this clause, indicate that the uncertainty as to the cost of complete performance of the respective items is still so great as to prevent a realistic determination of the total final prices for the overall completion of such items, provision may be made for such future negotiations as to revision as may be appropriate to the circumstances at this time.

E. If within thirty (30) days, or such other period as mutually agreed upon by the parties hereto, after the filing of the statements and other pertinent information required by Paragraph C of this clause the parties shall fail to agree upon the revised total prices, in accordance with the provisions of this clause, the failure to agree shall be deemed to be a disagreement as to a question of fact which shall be disposed of in accordance with the clause hereof entitled "DISPUTES."

F. For any of the purposes of the clause of this contract providing for termination at the option or convenience of the Government (including, without limitation, computation of "the total contract prices," and "the contract prices of work not terminated,") the contract prices shall be the revised total contract prices agreed upon under Paragraph D of this clause or determined under Paragraph E of this clause, as the case may be.

G. For the purpose of recording and reporting costs of performing the work and services called for under this contract, the Contractor agrees to maintain records of the costs of performing Item 7 in APPENDIX I and Item I in APPENDIX II separate from the costs of performing all other items of work and services set forth in said APPENDIX I and APPENDIX II, as they may be amended from time to time.